

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION**

AMY BUMBARGER,

Plaintiff,

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COMENITY BANK.

Defendant.

CASE NO. 2:15-cv-00993-TFM

DECLARATION OF ANDREA K. DENT

1. My name is Andrea K. Dent. I am over eighteen years of age and am competent and authorized to make the following declaration based on my experience with Comenity Bank.

2. I am a Senior Paralegal with Comenity LLC.

3. Comenity Bank is a wholly-owned subsidiary of Comenity LLC.

4. Comenity Bank is a Delaware state chartered bank with its principal place of business in Wilmington, Delaware.

5. I am familiar with the facts set forth in this Declaration, through personal knowledge, through review of corporate records maintained in the ordinary course of business by Comenity Bank and/or its affiliate, Comenity Servicing LLC (“Comenity Servicing”), which services Comenity Bank’s credit card accounts, and/or through inquiries made to Comenity Servicing personnel. I am familiar with the recordkeeping practices of both Comenity and Comenity Servicing. If called as a witness, I could and would testify competently to the matters set forth in this Declaration. The following reflects the results of my review:

6. On March 9, 2013, Amy L. Bumbarger (“Bumbarger”) accepted a pre-approved offer for a Victoria’s Secret credit card issued by Comenity Bank. Bumbarger accepted the offer via the internet, by providing certain personal information. In order to accept the offer and use

the card, Bumbarger was presented with a Credit Card Agreement (the “Agreement”) governing her use of the card and consented to the terms of the Agreement.

7. A true and correct copy of the Agreement between Bumbarger and Comenity Bank (the “Agreement”) is attached hereto as **Exhibit 1**.

8. Bumbarger made purchases using her credit card and payments on her card after her acceptance of the Agreement. To obtain purchase authorization for her in-store purchases, Bumbarger “swiped” her card at the place of purchase, the data was transmitted electronically to a computer server located outside of Pennsylvania, and her purchase was approved.

9. Bumbarger last made a purchase using the subject credit card on January 26, 2015 and last made a payment on the account on May 9, 2015. A copy of Bumbarger’s account statements and account records showing her charge date and last payment date are attached hereto as **Exhibit 2**.

10. The Agreement contained an arbitration provision. The Agreement permitted Bumbarger the ability to opt-out of the arbitration provision by notifying Comenity Bank in writing of her opt-out within thirty (30) days after the date Comenity Bank provided Bumbarger with a copy of the Agreement or written notice giving her the right to opt-out of arbitration.

11. All incoming mail received at the address “Comenity Bank, PO Box 182422, Columbus, OH 43218-2422,” the address specified in the Agreement for receipt of written notices to opt-out of the arbitration provision, was scanned into a computer system that has been utilized since October 2008. I searched the computer system to determine whether Bumbarger sent Comenity Bank a letter rejecting the arbitration provision and I did not find any indication that she had done so.

12. If Bumbarger had opted out of the arbitration provision, the notes on her account would show that she had opted out. I searched her account notes and found no indication that she had opted out of the arbitration provision. A true and correct copy of her account notes are attached hereto as **Exhibit 3**.

13. The documents attached hereto were made at or near the time by, or from information transmitted by, someone with knowledge of their contents and were kept in the course of Comenity Bank's regularly conducted business activity. It was a regular practice Comenity Bank to make these records.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed the 12th day of October, 2015.

By: Andrea K. Dent
ANDREA DENT

EXHIBIT 1 TO EXHIBIT A

EXHIBIT 2 TO EXHIBIT A

VCARS - Alliance Data Systems - Internet Explorer

File Account Information Actions Tools Marketing Directories CSR Window Help

Sign On Window Customer Service [Ver. 1.8.04] Processed / Current Accounts: 4 / 1 ADENT 08/03/2015

2-625 Vs Top 20% Phone Call Account Type: Retail Consumer

Customer Profile

Customer Name	Relationship	Updated	SSN
Amy L. Bumbarger	Primary Customer	03/09/2013	5081

Kimball And Silverman Attorney 05/26/2015

Credit Limit	\$0.00	Payment History
Total Balance	\$866.77	07/2015 1 Billing Past Due
Disputed Balance	\$0.00	06/2015 0 Current

Client Available Credit

Total Minimum Due

Payment Pending Dist

Credit Plan Summary

Statement Summary Account Activity/Year to Date Collection Info Account Statement List

Year To Date

Total Client Charges:	\$0.00	Total Merchant Charges:	\$0.00	Total Premium Fees Billed:	\$84.86
Total Credits:	\$0.00	Total Charges:	\$35.95	Total Premium Fees Credited:	\$0.00
Total Payments:	\$275.00	Total Late Fees:	\$175.00		
Previous Year's Finance Charges:	\$70.77	Finance Charges:	\$120.51		

Notes

Date	Description	Time
05/27/2015	Update Status Code	05:22 PM Phone
05/26/2015	Cease and Desist	05:20 PM Phone
05/26/2015	Update Status Code	05:20 PM Phone
05/26/2015	Update Phone Validity	04:16 PM Phone
05/26/2015	Legal- Internal Audit	03:41 PM Phone
05/07/2015	Return Mail	
04/03/2015	Update Status Code	10:10 PM Phone

Full Notes

ADDED PENDING BE/ATTY REP STATUS 5/27
SUB GROUP CLASSIFICATION HAS CHANGED
ADDED STATUS CODE 97 PER LITIGATION
CHANGED PRIMARY OTHER PHONE COMMENT F
4/5 NFA
ADDED RETURN MAIL STATUS 5/7/2015
CHANGE OF ADDRESS REPORT REVIEWED
ADDRESS UPDATED BY NATIONAL CHANGE OF system



PAGE 1 OF 4

Summary of account activity

Account no. [REDACTED] 2525

Previous balance \$791.57

Payments -40.00

Other credits 0.00

Purchases 35.95

Other debits 16.66

Fees charged 35.00

Interest charged 14.87

New balance \$854.05

Past due amount 35.00

Credit limit \$960.00

Available credit \$105.95

Statement closing date 02/03/2015

Days in billing cycle 28

Payment information

New balance \$854.05

Minimum payment due \$75.00

Payment due date 03/01/2015

Late payment warning:

If we do not receive your minimum payment by 03/01/2015 you may have to pay up to a \$35.00 late fee.

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	4 years	\$1283

For information regarding credit counseling services, call 1-800-284-1706.

Angel Rewards Summary

Earn Fast Rewards! Each time you earn 250 points using your Angel Forever Card, you will automatically receive a \$15 Angel Reward* within 3-6 weeks.

Points Summary
Current Total Points: 87
Points to Next Reward: 163

Happy Valentine's Day, Angel!
Earn 100 bonus points with every bra purchase from Feb. 7-14!*

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
01/07/2015	VICTORIA'S SECRET PAYMENT - THANK YOU	-40.00
01/24/2015	VICTORIA'S SECRET PURCHASE - MONROEVILLE-PA - CHEEKY-PANTY, DEMI-BRAS, PLUNGE-BRAS, OTHER PAYMENT MADE	22.59
01/26/2015	VICTORIA'S SECRET PURCHASE - CATALOGUE - BRA(S)	13.36
02/03/2015	ACCOUNT ASSURE 1-866-293-9210	16.66

Fees

02/01/2015	LATE FEE	35.00
Total fees charged for this period		\$35.00

Interest charged

Interest charge on purchases	\$14.87
Total interest for this period	\$14.87

2015 totals year to date

Total fees charged in 2015	\$70.00
Total interest charged in 2015	\$30.55

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	24.9900% (v)	775.52	14.87

NOTICE: See reverse side for important information.
Please tear at perforation above

VICTORIA'S SECRET



Account number [REDACTED] 2525
New balance \$854.05
Minimum payment \$75.00

99 3

☐ Yes, I have moved or updated my e-mail address - see reverse.

Amount enclosed: Payment must reach us by 5 pm CT on 03/01/2015.



Please make check payable to:
COMENITY - VICTORIA'S SECRET



AMY I. RUMBARGER
[REDACTED]
WHITE OAK PA 15131-2007

Please return this portion along with your payment to:
PO BOX 659728
SAN ANTONIO TX 78265-9728



2525

THE ANGEL FOREVER CARD

THE ONLY CARD FIT FOR A FOREVER ANGEL.

*The Rewards program is provided by Victoria's Secret and its terms may change at any time.

Keep this portion for your records.

Billing Rights Summary

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Comenity Bank PO Box 182782 Columbus, Ohio 43218-2782.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Comenity Bank PO Box 182782 Columbus, OH 43218-2782

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

MINIMUM FINANCE CHARGE. If a \$1.00 FINANCE CHARGE appears on the front of this statement, it is a minimum FINANCE CHARGE, which we impose per credit plan each Billing Period if the FINANCE CHARGE is less than \$1.00.

GRACE PERIOD. If you make a purchase under a Regular Revolving Credit Plan, no Finance Charges will be imposed in any Billing Period in which (i) there is no Previous Balance or (ii) payments received and credits issued by the Payment Due Date, which is 25 days after the Statement Closing Date shown on your last Statement, equal or exceed the Previous Balance. If the New Balance shown on your last Statement is not paid in full by the Payment Due Date shown on your last Statement, there will be a Finance Charge on each purchase from the date of purchase. You may avoid Finance Charges on deferred purchases made under Promotional Credit Plans if you pay the total amount of the purchase before the end of the Deferral Period.

BALANCE COMPUTATION METHOD. We figure Finance Charges on your Account separately for each Credit Plan. For each Billing Period, we use the Daily Balance to figure Finance Charges on your Account. This is how we figure the Daily Balance each day: We start with the beginning balance on your Account each day (including unpaid Finance Charges and fees). We subtract any payments or credit adjustments and add any new purchases.

Important Notice Regarding Payments. Remember, you can also make your payments at any Victoria's Secret store, online at vsangelcard.com or you can call us toll free at 1-800-695-9478 (TDD/TTY 1-800-695-1788) to make a payment by telephone (a fee may be charged for processing a telephone or internet payment). You can also overnight your payment to us at the following address: 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004.

Be the first to know about cardholder events and exclusive offers from Victoria's Secret. By providing your e-mail address, you authorize Comenity Bank to send general service e-mails related to your Victoria's Secret Credit Card Account.

CHECK ONE BOX BELOW:

☐ **I DO NOT** consent to receive commercial emails from Comenity Bank for solicitation, advertising and promotional offers related to my Victoria's Secret Angel Credit Card Account and for Comenity Bank to share my email address with Victoria's Secret for service and product offers.

Do Not Send Cash or Gift Certificates. You may pay your account by mailing your personal check, banker's check, money order, or traveler's check, payable in United States dollars, to the name and address shown on the reverse side. *Please include your payment stub.* If any payment does not conform to these requirements, the payment may not be posted to your account for up to five days, or may be rejected. You may pay your entire New Balance in full at any time. *Please use the enclosed remittance envelope for payment.*

New Information

Title (optional) _____ First Name _____ MI _____
 Last Name _____ Soc. Sec. No. _____
 Street Address _____
 Apt. No. _____ RR _____ PO Box _____
 City _____ State _____ Zip Code _____ Foreign Map Code _____
 Home Phone _____ Work Phone _____
 Email Address _____

and debit adjustments posted as of that day. This gives us the Partial Daily Balance for the day. We then multiply the Partial Daily Balance for the day by the Daily Periodic Rate of Finance Charge to obtain the Daily Finance Charge for the day and add it to the day's Partial Daily Balance. This gives us the Daily Balance, which will be the beginning balance for the following day. At the end of each Billing Period, we add together each Credit Plan's Daily Finance Charge for each day in the Billing Period to get the total Account Finance Charge for the Billing Period. You can verify the total Account Finance Charge by multiplying the Balance Subject to Interest Rate by the Daily Periodic Rate of Finance Charge and then by multiplying this amount by the number of days in the Billing Period. The Daily Periodic Rate of Finance Charge is the Annual Percentage Rate divided by 365. Due to rounding on a daily basis, there may be a slight variance between the result of this calculation and the total Account Finance Charge actually assessed. The applicable Annual Percentage Rate, total Account Finance Charge, Balance Subject to Interest Rate and the number of days in the Billing Period are all shown on the front of this billing statement.

NOTICE TO PAST DUE CUSTOMERS. You understand that we may report negative information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE OF CREDIT REPORT DISPUTES

If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Bank PO Box 182789 Columbus, Ohio 43218-2789. Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate:

Account Information: Your name and account number

Contact Information: Your address and telephone number

Disputed Information: Identify the account information disputed and explain why you believe it is inaccurate

Supporting Documentation: If available, provide a copy of the section of the credit report showing the account information you are disputing

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL" ON DISPUTED DEBTS. All communications regarding disputed debts, including a check or other payment instrument marked "Paid In Full", or otherwise tendered as full satisfaction of debt, must be sent to: 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004. **DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.**

CUSTOMER SERVICE: Visit vsangelcard.com or call 1-800-695-9478 (TDD/TTY 1-800-695-1788).

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WV INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WV INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WV INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DF INT EQ PY means DEFER INTEREST EQUAL PAYMENT; DF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: **CUSTOMER SERVICE, PO Box 182273, Columbus, OH 43218-2273**

Send all bankruptcy notices and related correspondence to Comenity Bank, Bankruptcy Department, PO Box 182125, Columbus, OH 43218-2125.

IMPORTANT INFORMATION — YOUR CHECK AUTHORIZES ELECTRONIC DEBIT

Effective March 2005, we may process your payment by personal check as an electronic ACH debit. By mailing us a check for payment on your credit card account, you are authorizing us to initiate an ACH debit in the amount of your check from the account on which you have written the check. If we initiate such a debit, we will do so as soon as we receive your check. To avoid possible costs due to a rejected ACH debit, please make sure that the check is covered by funds already in your account before you mail us the check. Your check will not be returned to you. It will be imaged and the original destroyed.



PAGE 3 OF 4

Additional important messages

In case you've overlooked it, we want to remind you that we have not received the minimum payment due. If you've already made your payment, thank you. If not, you can simply visit our online Payment Help Center today at comenity.net/paymenthelp to schedule your payment, or to make a payment over the phone using your bank account, call 1-888-376-6601 (TDD/TTY 1-800-695-1788). We value you as a customer and want to thank you for your business.

***100 BONUS POINTS ON BRA PURCHASES WHEN YOU USE YOUR ANGEL CREDIT CARD.** Subject to credit approval. Earn 100 bonus reward points on any bra purchase when you use your Angel Card. Valid in stores, catalogue & online February 7 – February 14, 2015. Not valid on purchases made before February 7th or after February 14th. Bonus reward points will be appended within 3-6 weeks of the purchase. Bonus reward points offer cannot be combined with additional bonus reward point promotions; 100 bonus reward points will be awarded for every bra purchased (less any promotional deductions, returns and adjustments) and will replace bra double points between February 7, 2015 and February 14, 2015. Shipping & handling and taxes do not qualify towards eligibility. Benefits and rewards associated with the Angel Card may vary by location. The Angel Rewards program is provided by Victoria's Secret and its terms may change at any time.

Did you know? You can easily add a family member or friend as an authorized buyer for your Victoria's Secret Angel Card! It's just one way to spoil your loved one while reaping the rewards. And, you can choose between a Victoria's Secret Angel Card or a PINK Angel Card design. Just access our secure customer service website at vsangelcard.com or call our Customer Care Center at 1-800-695-9478 (TDD/TTY 1-800-695-1788).



Be the first to know! Sign up for emails at VictoriasSecret.com/angel-card.

Consumers are entitled to one free credit report per year. To request yours call 1-877-322-8228 or visit annualcreditreport.com

PAGE 1 OF 2

Summary of account activity

Account no.	2525
Previous balance	\$857.54
Payments	-60.00
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	0.00
Interest charged	16.63
New balance	\$814.17
Past due amount	0.00
Credit limit	\$0.00
Available credit	\$0.00
Statement closing date	06/05/2015
Days in billing cycle	30

Payment information

New balance	\$814.17
Minimum payment due	\$40.00
Payment due date	07/01/2015

Late payment warning:

If we do not receive your minimum payment by 07/01/2015 you may have to pay up to a \$35.00 late fee.

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	4 years	\$1210

For information regarding credit counseling services, call 1-800-284-1706.

Account Questions? Need to make a payment? Visit VSAngelCard.com or call 1-800-695-9478 (TDD/TTY 1-800-695-1788). Want to stay in the know with credit tips and news? Visit us at facebook.com/askcomenity or at twitter.com/askcomenity.

**Details of your transactions**

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
05/09/2015	PAYMENT - THANK YOU	-60.00
Fees		
	Total fees charged for this period	\$0.00
Interest charged		
	Interest charge on purchases	\$16.63
	Total interest for this period	\$16.63

2015 totals year to date	
Total fees charged in 2015	\$140.00
Total interest charged in 2015	\$102.91

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	24.9900% (v)	809.59	16.63

NOTICE: See reverse side for important information.
Please tear at perforation above

VICTORIA'S SECRET



Account number	2525
New balance	Minimum payment
\$814.17	\$40.00
NP 4	

☐ Yes, I have moved or updated my e-mail address - see reverse.

Amount enclosed: Payment must reach us by 5 pm CT on 07/01/2015.



Please make check payable to:
COMENITY - VICTORIA'S SECRET



AMY L RUMBARGER

PITTSBURGH PA 15219-2013

Please return this portion along with your payment to:
PO BOX 659728
SAN ANTONIO TX 78265-9728



2525

THE ANGEL FOREVER CARD

THE ONLY CARD FIT FOR A FOREVER ANGEL.

*The Rewards program is provided by Victoria's Secret and its terms may change at any time.

Keep this portion for your records.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Comenity Bank PO Box 182782, Columbus, Ohio 43218 2782.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Comenity Bank PO Box 182782, Columbus, Ohio 43218 2782.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

HOW TO AVOID PAYING INTEREST. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each type of balance on your account using a "Daily Balance" to determine interest charges for each billing period. We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

PAYMENTS. Pay your Account by the payment due date by the time listed below. If we do not receive your payment in a correct format (outlined below) it may not be credited to your Account for up to five days, or may be rejected. Also, your payment must reach us by the payment cutoff time that applies to the payment method you select.

Correct Format. Correct format for different payment methods include:

Mailing or Overnight: Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement in the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the envelope provided with your Statement, send one payment with one payment stub and do not send any correspondence with your payment. You should overnight a payment to 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247 5004 and the additional format requirements are the same as other mailed payments unless there is a dispute, in which case you follow the Disputed Debts section above. Do not send cash or gift certificates. **Pay By Phone:** You can call us toll free at 1-800-695-9478 (TDD/TTY 1-800-695-1788) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at vsangelcard.com. **In-store:** You can make payments in store.

Payment Cutoff Times. Payment cutoff times/deadlines for us to receive payments are by the due date on this Statement in the payment stub area at the following times: **Mailing and Overnight:** By 5:00 pm Central Time (CT); **Pay By Phone:** By 9:00 pm Eastern Time (ET); **Online:** By 6:00 pm (ET); and **In-store:** By the time the store closes at the location you make your payment.

New Information

Title (optional) _____ First Name _____ MI _____
 Last Name _____ Soc. Sec. No. _____
 Street Address _____
 Apt. No. _____ RR _____ PO Box _____
 City _____ State _____ Zip Code _____ Foreign Map Code _____
 Home Phone _____ Work Phone _____
 Email Address _____

CREDIT REPORTING. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE OF CREDIT REPORT DISPUTES. If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Bank PO Box 182789, Columbus, Ohio 43218-2789. Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate:

- **Account Information:** Your name and account number
- **Contact Information:** Your address and telephone number
- **Disputed Information:** Identify the account information disputed and explain why you believe it is inaccurate
- **Supporting Documentation:** If available, provide a copy of the section of the credit report showing the account information you are disputing

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL". All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247 5004.

DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.

-We may accept payment sent to any other address without losing any of our rights.

-No payment shall operate as an accord and satisfaction without prior written approval.

CUSTOMER SERVICE: Visit vsangelcard.com or call 1-800-695-9478 (TDD/TTY 1-800-695-1788).

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WV INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WV INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WV INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: CUSTOMER SERVICE, PO Box 182273, Columbus, Ohio 43218-2273.

Send all bankruptcy notices and related correspondence to Comenity Bank, Bankruptcy Department, PO Box 182125, Columbus, Ohio 43218-2125.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

EXHIBIT 3 TO EXHIBIT A

ACCT_NO	DIV_NO	CYCLE_NO	CRDT_TERM_NO	ENTRY_DATE	ENTRY_TIME	SEQ_NO	ASSOC_ID	NOTE_TEXT
	2525	9	3	1	3/11/2013 12.47.52	1		CARD(S) ORDERED 03/10 WILL BE PROCESSED 03/11 AND 0 RECEIVED IN THE NEXT 7-10 DAYS
	2525	9	3	1	3/26/2013 11.00.35	1		0 HOUSE, APARTMENT, OFFICE, OR BUILDING NOT OCCUPIED
	2525	9	3	1	4/3/2013 11.19.27	0	DTEDDER	ACCOUNT ACCESSED
	2525	9	3	1	4/3/2013 11.19.27	1	DTEDDER	
	2525	9	3	1	6/15/2013 21.05.44	1	IVRUSER	0268 ANI MATCH EXEMPT
	2525	9	3	1	6/24/2013 11.37.42	0	AMANSURE	ACCOUNT ACCESSED
	2525	9	3	1	6/24/2013 11.37.42	1	AMANSURE	PER DUP APP
	2525	9	3	1	9/22/2013 12.17.49	1	ALASLEY	PER DUP APP
	2525	9	3	1	9/22/2013 12.17.49	2	ALASLEY	CHANGE OF ADDRESS REPORT REVIEWED
	2525	9	3	1	9/22/2013 12.17.50	0	ALASLEY	ACCOUNT ACCESSED
	2525	9	3	1	10/18/2013 19.43.58	0	TDICKENS	ACCOUNT ACCESSED
	2525	9	3	1	10/18/2013 19.43.58	1	TDICKENS	CHANGED ADDR FOR RTM STATUS/DUP CHANGED ADDRESS FROM [REDACTED] PITTSBURGH, PA US 15236 4014 TO [REDACTED] WHITE OAK, PA US 15131 2007
	2525	9	3	1	10/18/2013 19.43.58	2	TDICKENS	
	2525	9	3	1	10/18/2013 19.43.58	3	TDICKENS	REMOVED RETURN MAIL STATUS THAT WAS ADDED 3/26/2013 UNABLE TO VERIFY IDENTITY, CARD NOT ISSUED DUE TO A RECENT ADDRESS CHANGE.
	2525	9	3	1	10/18/2013 19.43.58	4	TDICKENS	
	2525	9	3	1	10/18/2013 19.43.58	5	TDICKENS	IDENTITY SUCCESSFULLY VERIFIED, REQUEST PROCESSED 1 CARD(S) SENT TO AMY L. BUMBARGER, PRIMARY CUSTOMER, REASON: ADDITIONAL CARDS REQUESTED CARD(S) ORDERED 10/19 WILL BE PROCESSED 10/21 AND 0 RECEIVED IN THE NEXT 7-10 DAYS
	2525	9	3	1	10/18/2013 19.43.58	6	TDICKENS	
	2525	9	3	1	10/21/2013 04.03.04	1		0 RECEIVED IN THE NEXT 7-10 DAYS
	2525	9	3	1	10/26/2013 12.04.32	1	IVRUSER	
	2525	9	3	1	10/26/2013 12.04.35	1	TWILKERSON	
	2525	9	3	1	10/26/2013 12.04.35	2	TWILKERSON	EMAIL CONFIRM OPT OUT ENROLLED IN ACCOUNT ASSURE SOFTGOODS - CALL RECORDED - CALL ID [REDACTED] 5226
	2525	9	3	1	10/26/2013 12.04.35	3	TWILKERSON	
	2525	9	3	1	10/26/2013 12.04.35	4	TWILKERSON	OFFERS ACCOUNT ASSURE ACCEPTED
	2525	9	3	1	10/26/2013 12.04.35	5	TWILKERSON	MARKETING OFFER(S) - CALL NOT RECORDED
	2525	9	3	1	10/26/2013 12.04.36	0	TWILKERSON	ACCOUNT ACCESSED
	2525	9	3	1	11/15/2013 08.49.17	1	IVRUSER	[REDACTED] 0268 RESP= A NCL=0000300 OCL=0000250 BUR=TRW BLD=041 0 CUST=624 APP= [REDACTED] 0290 PRD= VSSA MSG= 000 ORS=605 0 NRS=605
	2525	9	3	1	11/15/2013 19.40.30	1		
	2525	9	3	1	11/15/2013 19.40.30	2		
	2525	9	3	1	11/15/2013 19.40.31	1	SYSTEM	AUTORISK OPEN TO BUY REQUEST NCL = \$175 - NO CLI GIVEN
	2525	9	3	1	11/15/2013 19.40.31	2	SYSTEM	AUTORISK OPEN TO BUY REQUEST NCL = \$175 - NO CLI GIVEN
	2525	9	3	1	1/21/2014 12.16.42	1		20140117 VIP UPGRADE
	2525	9	3	1	1/25/2014 17.36.55	1	IVRUSER	
	2525	9	3	4	2/7/2014 17.25.59	1	IVRUSER	[REDACTED] 0268 [REDACTED] 0268 MK OLD STATUS CODES - 000 000 000 NEW STATUS CODES - 023 000 000 Reward will be mailed on 04/28/14. Approximate in-home date 05/10/14. Forever upgrade will be mailed on 07/21/14. Approximate in- home date 08/03/14. Reward will be mailed on 08/30/14. Approximate in-home date 09/10/14. Reward will be mailed on 10/30/14. Approximate in-home date 11/10/14. Customer has received a credit limit increase on 11/04 Congrats on earning a rwd! Check for it early Feb. just in time for V-Day MK OLD STATUS CODES - 023 000 000 NEW STATUS CODES - 000 000 000 March is your anniversary! Earn 3x Points all month. CUSTOMER ENROLLED WITH EXTERNAL ELECTRONIC BILLING PROVIDER (TRIAL PERIOD) ADDRESS UPDATED BY NATIONAL CHANGE OF ADDRESS ACCOUNT ACCESSED 4/5 NFA ADDED RETURN MAIL STATUS 5/7/2015 CHANGE OF ADDRESS REPORT REVIEWED ACCOUNT ACCESSED SUB GROUP CLASSIFICATION HAS CHANGED FROM BLANK TO ESCALATED
	2525	9	3	8	4/15/2014 14.20.06	1		
	2525	9	3	8	4/24/2014 13.33.33	1		
	2525	9	3	8	6/19/2014 12.11.06	1		
	2525	9	3	8	9/8/2014 12.19.24	1		
	2525	9	3	8	10/31/2014 12.22.29	1		
	2525	9	3	8	11/4/2014 17.56.22	1		
	2525	9	3	8	1/6/2015 13.55.19	1		
	2525	9	3	8	1/27/2015 19.29.47	1		
	2525	9	3	8	2/13/2015 12.33.43	1		
	2525	9	3	8	3/15/2015 07.07.01	1	NMB060	
	2525	9	3	8	4/3/2015 22.10.08	1		
	2525	9	3	8	5/7/2015 15.41.52	0	MYOST	ACCOUNT ACCESSED
	2525	9	3	8	5/7/2015 15.41.52	1	MYOST	4/5 NFA
	2525	9	3	8	5/7/2015 15.41.52	2	MYOST	ADDED RETURN MAIL STATUS 5/7/2015
	2525	9	3	8	5/7/2015 15.41.52	3	MYOST	CHANGE OF ADDRESS REPORT REVIEWED
	2525	9	3	8	5/26/2015 16.36.26	0	ADENT	ACCOUNT ACCESSED
	2525	9	3	8	5/26/2015 16.36.26	1	ADENT	
	2525	9	3	8	5/26/2015 17.20.30	0	AROCK	ACCOUNT ACCESSED
	2525	9	3	8	5/26/2015 17.22.38	1	AROCK	

ACCT_NO	DIV_NO	CYCLE_NO	CRDT_TERM_NO	ENTRY_DATE	ENTRY_TIME	SEQ_NO	ASSOC_ID	NOTE_TEXT
2525	9	3	8	5/26/2015	17.24.46	1	AROCK	NO PHONE COMMUNICATION
2525	9	3	8	5/26/2015	17.24.46	2	AROCK	ADDED THIRD PARTY CONTACT KIMMEL AND SILVERMAN
2525	9	3	8	5/26/2015	17.24.46	3	AROCK	LANGUAGE ENGLISH ATTORNEY
2525	9	3	8	5/26/2015	17.22.38	2	AROCK	- CALL NOT RECORDED
2525	9	3	8	5/26/2015	17.20.30	1	AROCK	ADDED STATUS CODE 97 PER LITIGATION
2525	9	3	8	5/26/2015	17.20.30	2	AROCK	CHANGED PRIMARY OTHER PHONE COMMENT FROM
2525	9	3	8	5/27/2015	16.17.35	0	KBARN	MANUAL CALLS ONLY-NO DIALER CALLS(VALID NUMBER) TO
2525	9	3	8	5/27/2015	16.20.45	1	KBARN	NEVER CALL
2525	9	3	8	5/27/2015	16.17.35	1	KBARN	ACCOUNT ACCESSED
2525	9	3	8	5/27/2015	16.17.35	2	KBARN	ATTORNEY REPRESENTATION / POSSIBLE BANKRUPTCY
2525	9	3	8	5/28/2015	10.57.12	0	KBARN	ADDED PENDING BK/ATTY REP STATUS 5/27/2015
2525	9	3	8	5/28/2015	10.57.12	1	KBARN	ACCOUNT ACCESSED
2525	9	3	8	5/28/2015	10.57.12	2	KBARN	UPDATED THIRD PARTY INFO WITH ADDRESS
2525	9	3	8	5/28/2015	10.03.06	0	ADENT	UPDATED THIRD PARTY CONTACT KIMMEL AND SILVERMAN
2525	9	3	8	5/28/2015	10.03.05	1	ADENT	LANGUAGE ENGLISH ATTORNEY
2525	9	3	8	5/28/2015	10.09.56	0	JONSMITH	ACCOUNT ACCESSED
2525	9	3	8	6/14/2015	07.11.07	1	NMB060	CUSTOMER UN-ENROLLED WITH EXTERNAL ELECTRONIC
2525	9	3	8	7/31/2015	13.45.57	0	AROCK	BILLING PROVIDER (TRIAL PERIOD)
2525	9	3	8	7/31/2015	13.45.57	1	AROCK	ACCOUNT ACCESSED
2525	9	3	8	7/31/2015	13.45.57	2	AROCK	REVIEW PER LAW
2525	9	3	8	8/3/2015	12.38.31	0	ADENT	- CALL NOT RECORDED
2525	9	3	8	8/3/2015	13.01.05	1	LS77520	ACCOUNT ACCESSED
2525	9	3	8	8/3/2015	12.38.30	1	ADENT	ACCOUNT INQUIRY VIA WEB COLLECTIONS BY: L577520
2525	9	3	8	8/3/2015	14.54.03	1	ADENT	REFER ANY INQS TO ANDREA DENT, LAW
2525	9	3	8	8/3/2015	14.54.03	1	ADENT	REFER ANY INQS TO ANDREA DENT, LAW